

**BEFORE THE ARIZONA MEDICAL BOARD**

In the Matter of

**DAVID GREER STEWART, M.D.**

Holder of License No. **13560**  
For the Practice of Allopathic Medicine  
In the State of Arizona.

**Case No. MD-16-0243A**

**INTERIM CONSENT AGREEMENT  
FOR PRACTICE RESTRICTION**

**INTERIM CONSENT AGREEMENT**

David Greer Stewart, M.D. ("Respondent"), elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Medical Board ("Board").

**INTERIM FINDINGS OF FACT**

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Respondent is the holder of License No. 13560 for the practice of allopathic medicine in the State of Arizona.

3. On or about February 22, 2016, the Board received a complaint from Respondent's employer, which is a family practice clinic, ("Employer") regarding Respondent's professional conduct. The Employer alleged that Respondent exhibited signs of impairment while treating patients and at other times while present for work. The Employer also alleged that Respondent failed to appropriately test for alcohol and drug testing and was uncooperative with attempts to confirm impairment.

4. Respondent was referred for a health assessment with the Board's Physician Health Program ("PHP") Contractor which was completed on March 8, 2016. The PHP Contractor opined that although Respondent related no history, nor was there any direct evidence that he suffered from a substance use disorder, Respondent's explanations of

1 the delay in obtaining alcohol and drug testing did not appear to be credible. In addition,  
2 the PHP Contractor noted that Respondent has other medical issues, and that because of  
3 the issues in conjunction with the previously reported workplace incidents, the PHP  
4 Contractor recommended that Respondent enter into and complete a comprehensive  
5 medical, psychiatric, and substance use disorder evaluation to obtain an explanation for  
6 the reported concerns and whether Respondent's condition, if any, would impair  
7 Respondent's ability to safely practice medicine.

8 5. On May 3, 2016, Respondent was issued a confidential Interim Order for  
9 Substance Abuse Evaluation. On May 13, 2016, Respondent requested and was granted  
10 an extension of time to schedule the evaluation to June 10, 2016. After June 10, 2016,  
11 Respondent ceased contact with the Board and the PHP Contractor.

12 6. On August 8, 2016, Board staff was contacted by Respondent's Employer  
13 who relayed ongoing concerns relating to Respondent's behavior in the workplace. On  
14 August 17, 2016, Board staff received additional information from Respondent's Employer  
15 indicating that Respondent had been arrested for driving under the influence on or about  
16 July 16, 2016. Respondent did not report the arrest to the Board.

17 7. The aforementioned information was presented to the investigative staff, the  
18 medical consultant and the lead Board member. All reviewed the information and concur  
19 that the interim consent agreement to restrict Respondent's practice is appropriate.

20 8. The investigation into this matter is pending and will be forwarded to the  
21 Board promptly upon completion for review and action.

#### 22 INTERIM CONCLUSIONS OF LAW

23 1. The Board possesses jurisdiction over the subject matter hereof and over  
24 Respondent.

3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an interim consent agreement when there is evidence that a restriction is needed to mitigate imminent danger to the public's health and safety. Investigative staff, the Board's medical consultant and the lead Board member have reviewed the case and concur that an interim consent agreement is appropriate.

IT IS HEREBY ORDERED THAT:

2. If monitoring is recommended, Respondent shall immediately enroll and participate in the Board's PHP with the following terms and conditions:

b. Respondent shall not take any illegal drugs or mood altering medications unless prescribed for a legitimate therapeutic purpose.

c. Respondent shall attend the PHP's Contractor's relapse prevention group therapy sessions one time per week for the duration of this Interim Consent

1 Agreement, unless excused by the relapse prevention group facilitator for  
2 good cause. Individual relapse therapy may be substituted for one or more  
3 of the group therapy sessions, if the PHP Contractor pre-approves  
4 substitution. The relapse prevention group facilitators or individual relapse  
5 prevention therapist shall submit monthly reports to the PHP Contractor  
6 regarding attendance and progress.

7 d. If requested by the PHP Contractor, Respondent shall attend ninety 12-step  
8 meetings or other self-help group meetings appropriate for substance abuse  
9 and approved by the PHP Contractor, for a period of ninety days. Upon  
10 completion of the ninety meetings in ninety days, Respondent shall  
11 participate in a 12-step recovery program or other self-help program  
12 appropriate for substance abuse as recommended by the PHP Contractor.  
13 Respondent shall attend a minimum of three 12-step or other self-help  
14 program meetings per week. Two meetings per month must be Caduceus  
15 meetings. Respondent must maintain a log of all self-help meetings.

16 e. Respondent shall promptly obtain a Primary Care Physician ("PCP") and  
17 shall submit the name of the physician to the PHP Contractor in writing for  
18 approval. Except in an Emergency, Respondent shall obtain medical care  
19 and treatment only from the PCP and from health care providers to whom  
20 the PCP refers Respondent. Respondent shall promptly provide a copy of  
21 this Interim Consent Agreement to the PCP. Respondent shall also inform  
22 all other health care providers who provide medical care or treatment that  
23 Respondent is participating in the PHP. "Emergency" means a serious  
24 accident or sudden illness that, if not treated immediately, may result in a  
25 long-term medical problem or loss of life.

- 1 f. All prescriptions for controlled substances shall be approved by the PHP  
2 Contractor prior to being filled except in an Emergency. Controlled  
3 substances prescribed and filled in an emergency shall be reported to the  
4 PHP within 48 hours. Respondent shall take no Medication unless the PCP  
5 or other health care provider to whom the PCP refers Respondent prescribes  
6 and the PHP Contractor approves the Medication. Respondent shall not self-  
7 prescribe any Medication. "Medication" means a prescription-only drug,  
8 controlled substance, and over-the counter preparation, other than plain  
9 aspirin, plain ibuprofen, and plain acetaminophen.
- 10 g. Respondent shall submit to random biological fluid, hair and/or nail testing  
11 (as specifically directed below) to ensure compliance with the PHP.
- 12 h. Respondent shall provide the PHP Contractor in writing with one telephone  
13 number that shall be used to contact Respondent on a 24 hour per  
14 day/seven day per week basis to submit to biological fluid, hair, and/or nail  
15 testing to ensure compliance with the PHP. For the purposes of this section,  
16 telephonic notice shall be deemed given at the time a message to appear is  
17 left at the contact telephone number provided by Respondent. Respondent  
18 authorizes any person or organization conducting tests on the collected  
19 samples to provide testing results to the PHP Contractor. Respondent shall  
20 comply with all requirements for biological fluid, hair, and/or nail collection.  
21 Respondent shall pay for all costs for the testing.
- 22 i. Respondent shall provide the PHP Contractor with written notice of any  
23 plans to travel out of state.
- 24 j. Respondent shall immediately notify the Board and the PHP Contractor in  
25 writing of any change in office or home addresses and telephone numbers.

- 1 k. Respondent provides full consent for the PHP Contractor to discuss the  
2 Respondent's case with the Respondent's PCP or any other health care  
3 providers to ensure compliance with the PHP.
- 4 l. The relationship between the Respondent and the PHP Contractor is a direct  
5 relationship. Respondent shall not use an attorney or other intermediary to  
6 communicate with the PHP Contractor on participation and compliance  
7 issues.
- 8 m. Respondent shall be responsible for all costs, including costs associated with  
9 participating in the PHP, at the time service is rendered or within 30 days of  
10 each invoice sent to the Respondent. An initial deposit of two (2) months  
11 PHP fees is due upon entering the program. Failure to pay either the initial  
12 PHP deposit or monthly fees 60 days after invoicing will be reported to the  
13 Board by the PHP Contractor and may result in disciplinary action up to and  
14 including revocation.
- 15 n. In the event Respondent resides or practices as a physician in a state other  
16 than Arizona, Respondent shall participate in the rehabilitation program  
17 sponsored by that state's medical licensing authority or medical society.  
18 Respondent shall cause the monitoring state's program to provide written  
19 quarterly reports to the PHP Contractor regarding Respondent's attendance,  
20 participation, and monitoring. The monitoring state's program and  
21 Respondent shall immediately notify the PHP Contractor if Respondent is  
22 non-compliant with any aspect of the monitoring requirements or is required  
23 to undergo any additional treatment.
- 24 o. The PHP Contractor shall immediately notify the Board if Respondent is non-  
25 compliant with any aspect of PHP monitoring or is required to undergo any

additional treatment.

3. Once all of the terms and conditions of this Interim Consent Agreement have been met, Respondent may request, in writing, release and/or modification of this Interim Consent Agreement. The Executive Director, in consultation with and agreement of the Lead Board Member and the Chief Medical Consultant, has the discretion to determine whether it is appropriate to release Respondent from this Interim Consent Agreement.

4. The Board retains jurisdiction and may initiate new action based upon any violation of this Interim Consent Agreement, including, but not limited to, summarily suspending Respondent's license.

5. Because this is an Interim Consent Agreement and not a final decision by the Board regarding the pending investigation, it is subject to further consideration by the Board. Once the investigation is complete, it will be promptly provided to the Board for its review and appropriate action.

6. The Board retains jurisdiction and may initiate new action based upon any violation of this Interim Consent Agreement, including, but not limited to, summarily suspending Respondent's license.

7. This Interim Consent Agreement shall be effective on the date signed by the Board's Executive Director.

DATED this 19<sup>th</sup> day of August, 2016.

ARIZONA MEDICAL BOARD

By

Patricia E. McSorley  
Patricia E. McSorley  
Executive Director

### RECITALS

Respondent understands and agrees that:

1. The Board, through its Executive Director, may adopt this Interim Consent Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-504.

2. Respondent has read and understands this Interim Consent Agreement as set forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an attorney or has waived the opportunity to discuss this Interim Consent Agreement with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so agrees to abide by all of its terms and conditions.

3. By entering into this Interim Consent Agreement, Respondent freely and voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters related to the Interim Consent Agreement.

4. Respondent understands that this Interim Consent Agreement does not constitute a dismissal or resolution of this matter or any matters that may be currently pending before the Board and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding this or any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent further does not



1 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,  
2 judicial review or any other administrative and/or judicial action, concerning the matters  
3 related to a final disposition of this matter, unless he affirmatively does so as part of the  
4 final resolution of this matter.

5 5. Respondent acknowledges and agrees that upon signing this Interim  
6 Consent Agreement and returning it to the Board's Executive Director, Respondent may  
7 not revoke his acceptance of this Interim Consent Agreement or make any modifications to  
8 it. Any modification of this original document is ineffective and void unless mutually  
9 approved by the parties in writing.

10 6. Respondent understands that this Interim Consent Agreement shall not  
11 become effective unless and until it is signed by the Board's Executive Director.  
12

13 7. Respondent understands and agrees that if the Board's Executive Director  
14 does not adopt this Interim Consent Agreement, he will not assert in any future  
15 proceedings that the Board's consideration of this Interim Consent Agreement constitutes  
16 bias, prejudice, prejudgment, or other similar defense.


17 8. Respondent understands that this Interim Consent Agreement is a public  
18 record that may be publicly disseminated as a formal action of the Board, and that it shall  
19 be reported as required by law to the National Practitioner Data Bank.

20 9. Respondent understands that this Interim Consent Agreement does not  
21 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.  
22 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic  
23 medical license comes up for renewal, he must renew his license if Respondent wishes to  
24 retain his license. If Respondent elects not to renew his license as prescribed by statute  
25

1 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-  
2 3202), become suspended until the Board takes final action in this matter. Once the  
3 Board takes final action, in order for Respondent to be licensed in the future, he must  
4 submit a new application for licensure and meet all of the requirements set forth in the  
5 statutes and rules at that time.

6 10. Respondent understands that any violation of this Interim Consent  
7 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("[v]iolating a  
8 formal order, probation, consent agreement or stipulation issued or entered into by the  
9 board or its executive director under this chapter").

10 11. ***Respondent understands and agrees to the terms of this Interim***  
11 ***Consent Agreement.***

12   
13  
14 DAVID GREER STEWART, M.D.

DATED: 8-19-16

15  
16  
17 EXECUTED COPY of the foregoing e-mailed  
18 this 19<sup>th</sup> day of August, 2016 to:

19 David Greer Stewart, M.D.  
20 Address of Record

21 ORIGINAL of the foregoing filed  
22 this 19<sup>th</sup> day of August, 2016 with:

23 Arizona Medical Board  
24 9545 E. Doubletree Ranch Road  
25 Scottsdale, AZ 85258

26   
27 Arizona Medical Board Staff